

1 Michael R. Lozeau (Bar No. 142893)  
2 Email: michael@lozeaudrury.com  
3 Kyla M. Staley (Bar No. 347756)  
4 Email: kyla@lozeaudrury.com  
5 LOZEAU DRURY LLP  
6 1939 Harrison St., Suite 150  
7 Oakland, CA 94612  
8 Phone: (510) 836-4200

9 Erina Kwon (Bar No. 235079)  
10 Email: erina@lawwaterkeeper.org  
11 Benjamin Harris (Bar No. 313193)  
12 Email: ben@lawwaterkeeper.org  
13 LOS ANGELES WATERKEEPER  
14 360 E 2<sup>nd</sup> Street, Suite 250  
15 Los Angeles, CA 90012  
16 Phone: (310) 394-6162

17 Attorneys for Plaintiff  
18 LOS ANGELES WATERKEEPER

19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

LOS ANGELES WATERKEEPER, a  
California non-profit association,

Plaintiff,

v.

CITY OF CULVER CITY, a California  
municipality,

Defendant.

Case No. 2:25-cv-02119-CV (AGR)

~~PROPOSED~~ **CONSENT DECREE**

**CONSENT DECREE**

**WHEREAS**, Plaintiff Los Angeles Waterkeeper (“LA Waterkeeper” or “Plaintiff”) is a 501(c)(3) non-profit public benefit corporation organized under the laws of the State of California, with its main office in Los Angeles, California;

**WHEREAS**, LA Waterkeeper is dedicated to the preservation, protection and defense of the surface, ground, coastal and ocean waters of Los Angeles County from all sources of pollution and degradation;

**WHEREAS**, Defendant City of Culver City (“Defendant”) owns and operates a facility at 9255 West Jefferson Boulevard in Culver City, California 90232, under Waste Discharger Identification number 4 19I001571 (“Facility”);

**WHEREAS**, the Facility’s industrial activities consist of vehicle and equipment storage; shipping and receiving; municipal solid waste, recyclables, and organics collection, processing, and transfer for recycling, composting or disposal; construction and demolition materials collection, processing, and transfer for disposal; e-waste storage and transfer for recycling; material storage, and equipment staging. The Facility is categorized under Standard Industrial Classification (“SIC”) Code 4953 (“Refuse System”).

**WHEREAS**, storm water discharges associated with industrial activity at the Facility are regulated by the National Pollutant Discharge Elimination System (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board], Water Quality Order 2014-0057-DWQ, as amended by Order Nos. 2015-0122-DWQ and 2018-0028-DWQ incorporating: 1) Federal Sufficiently Sensitive Test Method Ruling; 2) Total Maximum Daily Load Implementation Requirements; and 3) Statewide Compliance Options Incentivizing On-Site or Regional Storm Water Capture and Use, at the Facility (“General Permit” or “Permit”)<sup>1</sup>, and the Federal

---

<sup>1</sup> Any references to the “General Permit” or “Permit” herein shall be to the then-effective version, regardless of whether such changes are the result of amendments, revisions, reissuance, or similar modification of material terms. Any reference in this Consent Decree to specific sections or subsections of the General Permit that are moved, modified, or

1 Water Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.* (“Clean Water Act” or  
2 “CWA”), Sections 301(a) and 402, 33 U.S.C. §§ 1311(a), 1342;

3 **WHEREAS**, Defendant’s operations at the Facility result in discharges of  
4 pollutants into waters of the United States and are regulated by the Clean Water Act  
5 Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

6 **WHEREAS**, the General Permit requires all permittees, including Defendant,  
7 to comply with, *inter alia*, the following mandates: (1) develop and implement a  
8 storm water pollution prevention plan and a storm water monitoring implementation  
9 plan, (2) control pollutant discharges using, as applicable, best available technology  
10 economically achievable or best conventional pollutant control technology to prevent  
11 or reduce pollutants through the development and application of Best Management  
12 Practices, which must be detailed in and timely updated in the SWPPP, (3) reduce  
13 and eliminate discharges necessary to comply with any and all applicable Water  
14 Quality Standards, and (4) implement a monitoring and reporting program, including  
15 the MIP, designed to assess compliance with the Permit;

16 **WHEREAS**, on October 15, 2024, Plaintiff issued a notice of intent to file suit  
17 (“60-Day Notice Letter”) to Defendant, its registered agent, the Administrator of the  
18 United States Environmental Protection Agency (“EPA”), the Executive Director of  
19 the State Water Resources Control Board (“State Board”), the Executive Officer of  
20 the Los Angeles Regional Water Quality Control Board (“Regional Board”), the  
21 Regional Administrator of EPA Region IX, and the U.S. Attorney General of the U.S.  
22 Department of Justice, alleging violations of the Clean Water Act and the General  
23 Permit;

24  
25  
26  
27  
28 otherwise changed in a subsequent version of the General Permit shall be to such subsequent reference(s) as if set forth  
herein, *e.g.*, the current §XI.B.6.c may be renumbered as §XI.B.7.c, combined into the current §XI.B.6.d, or split into a  
new §XI.B.6.c and §XI.B.6.d.

1       **WHEREAS**, on March 10, 2025, LA Waterkeeper filed a complaint against  
2 Defendant in the Central District of California (“Court”), Civil Case No.  
3 2:25–cv–02119–CV (AGRx) (“Complaint”);

4       **WHEREAS**, Plaintiff’s Complaint alleged violations of the General Permit  
5 and the Clean Water Act for Defendant’s discharges of pollutants into storm drains  
6 and surface waters, including Ballona Creek, the Ballona Creek Estuary, and Santa  
7 Monica Bay (collectively, “Receiving Waters”);

8       **WHEREAS**, Plaintiff and Defendant (collectively, “Settling Parties” or  
9 “Parties”) agree that it is in their mutual interest to enter into a Consent Decree  
10 setting forth terms and conditions appropriate to resolving the allegations set forth in  
11 the 60-Day Notice Letter and Complaint without further proceedings;

12       **WHEREAS**, all actions taken by Defendant pursuant to this Consent Decree  
13 shall be made in compliance with all applicable federal, state and local laws, rules  
14 and regulations.

15       **NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**  
16 **SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS**  
17 **FOLLOWS:**

18       1.     The Court has jurisdiction over the subject matter of this action pursuant  
19 to Section 505(a)(1)(A) of the CWA, 33 U.S.C. § 1365(a)(1)(A).

20       2.     Venue is appropriate in the Central District Court pursuant to Section  
21 505(c)(1) of the CWA, 33 U.S.C. § 1365(c)(1), because the Facility at which the  
22 alleged violations are taking place is located within this District.

23       3.     The Complaint states a claim upon which relief may be granted against  
24 Defendant pursuant to Section 505 of the CWA, 33 U.S.C. § 1365.

25       4.     LA Waterkeeper has standing to bring this action.

26       5.     The Court shall retain jurisdiction over this matter for the purposes of  
27 interpreting, modifying, or enforcing the terms and conditions of this Consent Decree  
28 and adjudicating all disputes among the Parties that may arise under the provisions of

1 this Consent Decree, for the Term (as defined below) of this Consent Decree  
2 including for as long as necessary for the Court to resolve any motion to enforce this  
3 Consent Decree, but only regarding issues raised within the Term. The Court shall  
4 have the power to enforce this Consent Decree with all available legal and equitable  
5 remedies, including contempt.

6 **I. OBJECTIVES**

7 6. It is the express purpose of the Settling Parties through this Consent  
8 Decree to further the objectives of the Clean Water Act, and to resolve all issues  
9 alleged by LA Waterkeeper in its 60-Day Notice Letter and Complaint. These  
10 objectives include compliance with the provisions of this Consent Decree,  
11 compliance with all terms and conditions of the General Permit, and compliance with  
12 all applicable sections of the CWA.

13 7. In light of these objectives and as set forth fully below, Defendant agrees  
14 to comply with the provisions of this Consent Decree, terms and conditions of the  
15 General Permit, and all applicable sections of the CWA at the Facility.

16 **II. AGENCY REVIEW AND DEFINITIONS**

17 **A. AGENCY REVIEW OF CONSENT DECREE**

18 8. Agency Review. Plaintiff shall submit this Consent Decree to the United  
19 States Department of Justice and the United States EPA (the “Federal Agencies”) for  
20 agency review consistent with 40 C.F.R. § 135.5. The agency review period expires  
21 forty-five (45) calendar days after receipt by the Federal Agencies, as evidenced by  
22 certified return receipts, or upon the date that the Federal Agencies provide a no  
23 objection letter, whichever is earlier (“Agency Review Period”). In the event that the  
24 Federal Agencies object to entry of this Consent Decree or to any portion of this  
25 Consent Decree, the Parties agree to meet and confer to attempt to resolve the issue(s)  
26 raised by the Federal Agencies. If the Parties are unable to resolve any issue(s) raised  
27 by the Federal Agencies in their comments, the Parties agree to expeditiously seek a  
28 settlement conference with the assigned Magistrate Judge to resolve any issue(s).

1           9.     Court Notice. Plaintiff shall notify the Court of the receipt date by the  
2 Federal Agencies, as required by 40 C.F.R. § 135.5, in order to coordinate the Court’s  
3 calendar with the 45-day review period.

4           10.   Entry of Consent Decree. Following the expiration of the Agency  
5 Review Period, Plaintiff shall submit the Consent Decree to the Court for entry.

6           **B.     DEFINITIONS**

7           11.   Unless otherwise expressly defined herein, terms used in this Consent  
8 Decree which are defined in the CWA or in regulations or rules promulgated under  
9 the CWA have the meaning assigned to them in the statutes or regulations or rules.  
10 Whenever terms listed below are used in this Consent Decree, whether or not  
11 capitalized, the following definitions apply:

- 12           a.     “BAT” means the Best Available Technology Economically  
13                 Achievable.
- 14           b.     “BCT” means the Best Conventional Pollutant Control  
15                 Technology, and collectively with BAT is referred to herein as  
16                 “BAT/BCT.”
- 17           c.     “BMPs” means Best Management Practices as defined in  
18                 Attachment C (Glossary) of the General Permit.
- 19           d.     “Consent Decree” means this Consent Decree and any  
20                 attachments or documents incorporated by reference.
- 21           e.     “Day” means a calendar day. In computing any period of time  
22                 under this Consent Decree, where the last day of such period is a  
23                 Saturday, Sunday, or Federal or State Holiday, the period runs  
24                 until the close of business on the next day that is not a Saturday,  
25                 Sunday, or Federal or State Holiday.
- 26           f.     “Design Storm” means the volume and flow rate of runoff  
27                 produced from a design storm as defined by General Permit  
28                 Section X.H.6.

- 1 g. “Discharge Point” means each discharge location designated in  
2 the then-current SWPPP for the Facility.
- 3 h. “Effective Date” means the effective date of this Consent Decree,  
4 which shall be the date of full execution by the Parties.
- 5 i. “Entry Date” means the day this Consent Decree is approved and  
6 entered by the Court.
- 7 j. “Forecasted Rain Event” means a forecasted rain event as  
8 determined by the National Oceanic and Atmospheric  
9 Administration (<http://forecast.weather.gov/>) for “[Blair Hills,  
10 Culver City, CA, USA]”<sup>2</sup>.
- 11 k. “MIP” means a Monitoring Implementation Plan.
- 12 l. “PPT” means Pollution Prevention Team.
- 13 m. “Qualified Industrial Storm Water Practitioner” or “QISP” shall  
14 have the definition set forth in Section IX.A.1 of the General  
15 Permit.
- 16 n. “Qualifying Storm Event” or “QSE” shall have the definition set  
17 forth in Section XI.B.1 of the General Permit.
- 18 o. “Reporting Year” means the period from July 1 of a given  
19 calendar year to June 30 of the following calendar year.
- 20 p. “SMARTS” means the California State Water Resources Control  
21 Board’s Stormwater Multiple Application and Report Tracking  
22 System.
- 23 q. “SWPPP” means a Storm Water Pollution Prevention Plan.
- 24 r. “Term” means the period between the Effective Date and the  
25 “Termination Date.”
- 26 s. “Termination Date” means the latest of:
- 27
- 28

---

<sup>2</sup> Available at <https://forecast.weather.gov/MapClick.php?lat=34.0155&lon=-118.3776>.



- i. June 30 following five (5) years from the Effective Date;
  - ii. June 30 following two (2) years after the Storm Water Rerouting Project required by Paragraph 15 below is fully installed, operational, and optimized;
  - iii. seven (7) days from the conclusion of any proceeding or process to enforce the Consent Decree initiated prior to the later of the dates in Paragraphs 11.s.i. and 11.s.ii. above; or
  - iv. seven (7) days from Defendant's completion of all payments and other affirmative duties required by this Consent Decree.
- t. "Wet Season" means the period beginning October 1st of any given calendar year and ending May 30th of the following calendar year.

### **III. COMMITMENTS OF THE SETTLING PARTIES**

#### **A. STORM WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES**

12. Non-Storm Water Discharge Prohibition. Any unauthorized non-storm water discharge, as defined in the General Permit, shall be a violation of this Consent Decree.

13. Current and Additional Best Management Practices. At all times, Defendant shall implement BMPs identified in its SWPPP and BMPs described herein, and shall develop and implement additional BMPs as necessary to comply with the provisions of this Consent Decree and the General Permit, including but not limited to those necessary to comply with: (1) BAT/BCT-level pollutant reductions; and (2) the General Permit's Receiving Water Limitations, which require that discharges from the Facility "not cause or contribute to an exceedance of any applicable water quality standards" contained in a Statewide Water Quality Control Plan or the applicable Regional Board's Basin Plan.



1           14.   Rain Gauge/Sensor. Defendant shall install and maintain an electronic  
2 rain gauge or sensor at the Facility within ten (10) days of the Effective Date. The  
3 rain gauge/sensor shall be capable of measuring precipitation down to at least 0.1  
4 inches, and record start/stop times and non-cumulative precipitation for each rain  
5 event. During the Term, Defendant shall collect data using the gauge/sensor for all  
6 precipitation events to the nearest 0.1 inch, including start/stop times. Data from the  
7 rain gauge/sensor shall be conclusive of precipitation quantities and timing for  
8 purposes of this Consent Decree.

9           15.   Structural BMP for the Facility - Storm Water Rerouting Project.

- 10                   a. The “Storm Water Rerouting Project” consists of installing  
11 additional underground storage, plumbing, and other features  
12 sufficient to reroute all stormwater from Drainage Area 1 and the  
13 West and East Roof discharges resulting from a Design Storm.  
14 The sizing of the new tank and associated plumbing shall be  
15 designed consistent with the design storm standards set forth in  
16 the General Permit at section X.H.6.
- 17                   b. No later than October 1, 2025, the defendant shall complete and  
18 approve design plans for the Storm Water Rerouting Project.  
19 Defendant shall provide a copy of the design plans to LA  
20 Waterkeeper by that same date.
- 21                   c. No later than October 1, 2026, Defendant shall complete  
22 installation and begin full operation of the Storm Water Rerouting  
23 Project.
- 24                   d. On or about March 2, 2026, the City shall provide LA  
25 Waterkeeper a written update of the status of the Storm Water  
26 Rerouting Project, including but not limited to whether it is on  
27 schedule to meet the October 1, 2026 deadline, the status of any  
28 required permits, and any alterations to the design.

- 1 e. Within seven (7) days of the installation of the Storm Water  
2 Rerouting Project, Defendant shall confirm to LA Waterkeeper in  
3 writing certified by the responsible engineer, with photographs,  
4 that installation of the Storm Water Rerouting Project has been  
5 completed and that the system is fully operational.

6 16. Non-Structural BMPs for the Facility. Unless otherwise noted,  
7 Defendant shall immediately implement the following BMPs at the Facility:

- 8 a. Maintain the four discharge boxes containing ABTech “Smart  
9 Sponges” and Biochar media;  
10 i. Within twenty-four (24) hours prior to a Forecasted Rain  
11 Event, inspect all discharge boxes and their media and  
12 filters;  
13 ii. As necessary, replace any degraded filters or media;  
14 b. Within twenty-four (24) hours prior to a Forecasted Rain Event,  
15 deploy ABTech socks, or substantially similar devices, along the  
16 inside of the wall on the south side of Drainage Area 1 at the two  
17 locations where stormwater flows under the wall to the ABTech  
18 filter boxes.  
19 i. These socks shall include media capable of reducing iron  
20 and bacteria in the storm water discharges;  
21 ii. During each Wet Season, as necessary, replace the socks  
22 when degraded or ineffective, including without limitation  
23 when there are rips, tears or other visual damage, and/or  
24 sampling data demonstrating the socks are not sufficiently  
25 reducing pollutant concentrations;  
26 c. Perform monthly pressure washing of the main entrance driveway  
27 and adjacent street where trucks exit near the West Roof exit. All  
28

1 wash water from the pressure washing should be collected and  
2 disposed of as wastewater;

- 3 d. Implement a daily sweeping program using a 2016 Tennant T17,  
4 or substantially similar battery-powered sweeper on all paved  
5 areas and within twenty-four (24) hours prior to a Forecasted Rain  
6 Event, and employ hand sweeping and/or vacuuming on the same  
7 schedule in areas a mechanical sweeper cannot access;  
8 e. Within seven (7) days of each of the above BMPs being initially  
9 implemented, Defendant shall confirm to LA Waterkeeper in  
10 writing, with photographs, that such BMP has been implemented  
11 as set forth above.

12 **B. SAMPLING AT THE FACILITY**

13 17. Defendant shall develop a monitoring program consistent with the  
14 General Permit. During the Term, Defendant shall collect samples of storm water  
15 discharge from each Discharge Point which produces a discharge during a Qualifying  
16 Storm Event. Such sampling shall take place as soon as possible within the four (4)  
17 hour period required by the General Permit § XI.B.5. If Defendant would have been  
18 required to collect samples during a rain event pursuant to this Consent Decree had  
19 such rain event produced a discharge, but Defendant did not collect samples because  
20 such rain event did not produce a discharge, then Defendant shall document the  
21 inability to sample by taking photographs during the rain event of each Discharge  
22 Point from which no discharge occurred. Defendant shall submit such photographs to  
23 LA Waterkeeper by email, along with rain gauge/sensor data for the date of such rain  
24 event, within five (5) days of a written request for such records by LA Waterkeeper.

25 18. Sampling Parameters. All samples collected pursuant to this Consent  
26 Decree shall be analyzed, at minimum, for the parameters listed in Table 1. Should  
27 Defendant's obligation to conduct sampling for any parameters that are listed in 40  
28 C.F.R. § 131.38 and/or in the General Permit be changed for any reason, including

1 without limitation as a result of changed operations, a revised pollutant source  
2 assessment, or a new or revised mandate from a regulatory agency, such parameters  
3 shall be incorporated into Table 1 for all purposes, including any Action Plan  
4 requirements (as defined below). Defendant shall immediately notify LA  
5 Waterkeeper of its intent to change sampling for any such parameters and the Parties  
6 shall meet and confer regarding the applicable Table 1 limit for such purposes within  
7 ten (10) days of such notification.

8        19.    Laboratory and Holding Time. Except for pH samples, Defendant shall  
9 deliver all samples to a California-certified environmental laboratory for analysis  
10 within allowable hold times, pursuant to 40 C.F.R. Part 136. Analysis of pH will be  
11 completed onsite using a portable instrument that is calibrated and used according to  
12 the manufacturer's instructions.

13        20.    Detection Limit. Defendant shall request that the laboratory use  
14 analytical methods adequate to detect the individual pollutants at or below the values  
15 specified in the General Permit and Table 1 below.

16        21.    Reporting. Defendant shall provide complete laboratory results of all  
17 samples collected at the Facility to SMARTS in accordance with the General Permit,  
18 and shall provide copies to LA Waterkeeper within five (5) days of receiving the  
19 laboratory report with the results.

20        **C.    REDUCTION OF POLLUTANTS IN DISCHARGES**

21        22.    Table 1 Numeric Limits. Defendant shall develop and implement BMPs  
22 for storm water discharges from the Facility that reduce pollutant concentrations to  
23 levels below those in Table 1.

**TABLE 1<sup>3</sup>**

<b>Parameter</b>	<b>Numeric Limit</b>	<b>Source of Limit</b>
Zinc (Zn)	0.10477 mg/L	NEL
Copper (Cu)	0.0137 mg/L	NEL
Magnesium (Mg)	0.064 mg/L (annual)	NAL
Iron (Fe)	1 mg/L (annual)	NAL
pH	6-9 SU (instantaneous)	Basin Plan
Total Suspended Solids (TSS)	400 mg/L (instantaneous);	NAL
	100 mg/L (annual)	
Oil & Grease (O&G)	25 mg/L (instantaneous);	NAL
	15 mg/L (annual)	

23. Table 1 Exceedances. An “Exceedance” of Table 1 is defined as follows:

(1) For NEL Limits, where the concentration of any pollutant in any storm water sample from the Facility exceeds the applicable numeric limit contained in Table 1;

(2) for Annual limits, when two (2) or more analytical results from samples taken for any single parameter within a reporting year exceeds the applicable annual value in Table 1<sup>4</sup>; or one (1) or more analytical results from samples taken for any single parameter within a Reporting Year exceeds the applicable instantaneous value in Table 1. An Exceedance shall constitute a violation of this Consent Decree but shall not incur penalties or consequences beyond the obligation to consider such Exceedances in an Action Plan.

<sup>3</sup> The numeric limits listed in Table 1 are for reference only, and the Table 1 limit applicable to each parameter shall be the then-effective limit provided by the applicable source, e.g., if the NAL for TSS is either increased to 110 mg/L or decreased to 90 mg/L, such new NAL, and not 100 mg/L, shall be used as the Table 1 limit for the purposes of this Consent Decree as if set forth herein. If the source of a limit in Table 1 is revised to no longer provide a limit for a given parameter, e.g., the NAL for TSS being removed, then the Parties shall meet and confer regarding the applicable Table 1 limit for such parameter for the purposes of this Consent Decree or whether the parameter may be removed from the Table.

<sup>4</sup> As examples: (i) samples from both Sample Point 1 and Sample Point 2 exceeding the 0.26 mg/L standard for zinc on December 28, 2025; (ii) samples from Sample Point 1 exceeding the 0.26 mg/L standard for zinc on December 28, 2025 and on March 15, 2026; or (iii) a sample from Sample Point 1 exceeding the 0.26 mg/L standard for zinc on December 28, 2025, and a sample from Sample Point 2 exceeding the 0.26 mg/L standard for zinc on March 15, 2026."

1           24. Action Plan. As of the Effective Date, and through the remainder of the  
2 Term, if (a) Defendant has an unauthorized non-storm water discharge in violation of  
3 Paragraph 12, or (b) Defendant receives a laboratory report for storm water samples  
4 that demonstrates an Exceedance as defined above, or (c) the Storm Water Rerouting  
5 Project discharges untreated storm water in smaller than a Design Storm (each, a  
6 “Trigger Event”), Defendant shall prepare and submit to LA Waterkeeper a plan to  
7 address the conditions causing the Trigger event (“Action Plan”). The complete  
8 Action Plan shall be submitted to LA Waterkeeper no later than June 15, 2025 for the  
9 2024/2025 Rainy Season. For the 2025/2026 Rainy Season, a single Action Plan for  
10 all Trigger events occurring from October 1 through January 1 shall be submitted to  
11 LA Waterkeeper no later than January 15, 2026.

- 12           a. Action Plan Requirements. Each complete Action Plan submitted  
13 shall include at a minimum: (1) the identification of the  
14 pollutant(s) discharged in excess of the numeric limit(s) and/or the  
15 applicable unauthorized non-storm water discharge and/or the  
16 applicable discharge from less than a Design Storm; (2) an  
17 assessment of the source of each pollutant exceedance and/or  
18 applicable unauthorized non-storm water discharge; (3) the  
19 identification of additional BMPs that shall be implemented to  
20 achieve compliance with the numeric limit(s) and/or unauthorized  
21 non-storm water discharge prohibition and/or Design Storm  
22 Standard, as well as the design plans and calculations of these  
23 additional BMPs; and (4) time schedules for implementation of  
24 the proposed BMPs. The time schedule(s) for implementation  
25 shall ensure that all BMPs are implemented as soon as possible,  
26 but in no event later than ninety (90) days following the  
27 submission of the Action Plan, unless a later implementation date  
28 is mutually agreed upon by the Settling Parties. Within seven (7)

1 days of each of the BMPs set forth in the Action Plan being  
2 implemented, Defendant shall confirm to LA Waterkeeper in  
3 writing, with photographs, that such BMP has been implemented  
4 as set forth in the Action Plan.

- 5 b. Action Plan Proposed BMPs. The following BMPs should  
6 generally be evaluated for inclusion in Action Plans to attain the  
7 Table 1 levels in the Facility's storm water discharges:
- 8 i. Hydrologic Controls. Installation of additional berms or  
9 equivalent structural controls necessary to reduce or prevent  
10 storm water from flowing off site other than through the  
11 engineered storm water conveyance system or storm water  
12 retention or treatment facilities.
  - 13 ii. Sweeping. The increased/more frequent use of sweepers  
14 and manual sweeping in otherwise inaccessible areas.
  - 15 iii. Treatment Systems. Installing additional components or  
16 systems, or otherwise improving, an advanced storm water  
17 treatment system, or making changes to the operation and  
18 maintenance protocols for such system, to provide more  
19 effective filtration treatment of storm water prior to  
20 discharge.
  - 21 iv. Evaluation of Existing BMPs. Replacing, rehabilitating, or  
22 eliminating existing BMPs, taking into account the age of  
23 the BMPs involved or employed, the engineering aspect of  
24 the application of various BMPs, and any adverse  
25 environmental impact of the BMPs.
- 26 c. Action Plan Review. LA Waterkeeper shall have thirty (30) days  
27 upon receipt of Defendant's complete Action Plan to provide  
28 Defendant with comments. Within fourteen (14) days of receiving



1 LA Waterkeeper's proposed revisions to an Action Plan,  
2 Defendant shall consider each of LA Waterkeeper's recommended  
3 revisions and accept them or justify in writing why any comment  
4 is not incorporated. Action Plan(s) developed and implemented  
5 pursuant to this Consent Decree are an obligation of this Consent  
6 Decree. Any disputes as to the adequacy of an Action Plan shall  
7 be resolved pursuant to the dispute resolution provisions of this  
8 Consent Decree, set out in Section IV below. Disputes regarding  
9 the adequacy of a particular BMP shall not impact the schedule for  
10 implementing any other BMP set forth in the Action Plan.

11 d. Defendant shall revise the then-current SWPPP to reflect the  
12 changes required by the Action Plan, as set forth in Paragraph 29  
13 below.

14 e. Action Plan Payments. Defendant shall pay Three Thousand  
15 Dollars (\$3,000.00) each time an Action Plan is submitted to LA  
16 Waterkeeper. Payments are due at the same time that the  
17 applicable Action Plan is submitted and shall be made to "Los  
18 Angeles Waterkeeper" via certified mail, return receipt requested  
19 to Los Angeles Waterkeeper, c/o Senior Attorney, 360 E. 2nd  
20 Street, Suite 250, Los Angeles, CA 90012. Failure to submit a  
21 payment as required under this Paragraph will constitute a breach  
22 of the Consent Decree.

23 **D. VISUAL OBSERVATIONS**

24 25. Storm Water Discharge Observations. During the Term, appropriately  
25 trained staff of Defendant shall conduct visual observations during the Facility's  
26 operating hours during every rain event. Such inspections shall comply with all  
27 requirements of Section XI.A.2 of the General Permit.  
28

1        26. Monthly Visual Observations. During the Term, appropriately trained  
2 staff of Defendant shall conduct monthly visual observations of the Facility. Such  
3 inspections shall comply with all requirements of Section XI.A.1 of the General  
4 Permit. Such observations shall include outfalls, Discharge Points, outdoor industrial  
5 equipment and storage areas, outdoor industrial activities areas, BMPs, and all other  
6 potential sources of industrial pollutants. All Discharge Points shall also be inspected  
7 for accumulation of dust, sediment, sand, grit, oily substances, oily sheens upon any  
8 standing water, and other materials associated with operations at the Facility. During  
9 the Wet Season, such inspections shall further include observations of all storm water  
10 BMPs that are used only during the Wet Season at the Facility to ensure that  
11 operational BMPs are being implemented, structural BMPs are in good condition or  
12 working order, and that BMPs have been effective in producing clean conditions at  
13 the Facility. Such inspections shall further include observation as to whether there are  
14 any non-storm water discharges from the Facility.

15        27. Visual Observations Records. Defendant shall maintain observation  
16 records, including photographs, to document compliance with Paragraphs 25 and 26.  
17 Such records shall include, but not be limited to, the persons who completed the  
18 inspection, the date of the inspection, and notes sufficient to describe the completed  
19 activity and all observations thereof, including but not limited to: (i) whether BMPs  
20 are in a proper, working condition; (ii) whether any repair, replacement, or operation  
21 and maintenance is needed for any BMPs; (iii) other conditions that have the  
22 potential to lead to pollutant loading in storm water discharges; and (iv) photographs  
23 of all the foregoing. Defendant shall provide LA Waterkeeper with a copy of those  
24 records within seven (7) days of receipt of a written request from LA Waterkeeper for  
25 those records.

26        **E. TRAINING AND PLANS**

27        28. Employee Training Program. Within thirty (30) days of the Effective  
28 Date, Defendant shall develop and implement an employee training program that

1 meets the following requirements and ensures (1) that there is a sufficient number of  
2 employees at the Facility designated to achieve compliance with the General Permit  
3 and this Consent Decree (“Designated Employees”), and (2) that these Designated  
4 Employees are properly trained to perform the activities required by the General  
5 Permit and this Consent Decree (“Training Program”):

- 6 a. Materials. Training materials should include, at minimum, a  
7 detailed Training Manual or Standard Operating Procedure,  
8 including drawings and diagrams where appropriate, for reference  
9 and use by Defendant’s personnel to ensure effective  
10 implementation of all BMPs at the Facility;
- 11 b. Language. The training and training materials shall be available  
12 and offered in the language(s) in which relevant employees are  
13 fluent. If necessary, Defendant shall provide a translator or  
14 translators at all trainings where such translation is likely to  
15 improve staff comprehension of the Training Program and  
16 improve compliance with this Consent Decree and the General  
17 Permit;
- 18 c. Training Frequency. Training shall be provided by a QISP  
19 familiar with the requirements of this Consent Decree and the  
20 General Permit, and shall be repeated as necessary to ensure that  
21 all relevant employees are familiar with the requirements of this  
22 Consent Decree, the Permit, and the Facility’s SWPPP. All  
23 relevant new staff shall receive this training before assuming  
24 responsibilities for implementing the SWPPP;
- 25 d. Sampling Training. Defendant shall designate an adequate number  
26 of employees or agents necessary to collect storm water samples  
27 as required by this Consent Decree, including training to ensure  
28

1 samples are properly collected, stored, and submitted to a certified  
2 laboratory;

3 e. Visual Observation Training. Defendant shall provide training on  
4 how and when to properly conduct visual observations to  
5 Designated Employees;

6 f. Non-Storm Water Discharge Training. Defendant shall train all  
7 Designated Employees at the Facility on the General Permit's  
8 prohibition of non-storm water discharges, so that Designated  
9 Employees know what non-storm water discharges are and how to  
10 detect and prevent non-storm water discharges;

11 g. Employees. All Designated Employees at the Facility shall  
12 participate in the Training Program annually. New Designated  
13 Employees shall participate in the Training Program within thirty  
14 (30) days of their hiring date; and

15 h. Records. Defendant shall maintain training records to document  
16 compliance with this Paragraph and shall provide LA Waterkeeper  
17 with a copy of these records within seven (7) days of receipt of a  
18 written request.

19 29. SWPPP Revisions.

20 a. Initial SWPPP Revisions. Defendant shall amend the Facility's  
21 SWPPP to incorporate the requirements in this Consent Decree  
22 and comply with the General Permit and submit the complete,  
23 updated SWPPP to LA Waterkeeper within thirty (30) days of the  
24 Effective Date for LA Waterkeeper's review and comment as to  
25 the portions of the SWPPP which are required to conform to this  
26 Consent Decree. The complete, updated SWPPP shall contain, at  
27 a minimum, the following elements:  
28

- i. A revised pollutant source assessment, including all elements required by Section X.G of the General Permit as well as assessments of the potential for the Facility's storm water discharges to contain pollutants for which the Receiving Waters are 303(d) listed and/or have Total Maximum Daily Loads;
  - ii. A detailed narrative description and assessment of each industrial activity with the potential to impact storm water quality occurring at the Facility as required by Section X.G of the General Permit;
  - iii. Descriptions of all BMPs in accordance with Section X.H.4 of the General Permit, including without limitation BMPs required by this Consent Decree;
  - iv. A set of site maps that comply with Section X.E of the General Permit and provisions of this Consent Decree, including accurately depicting the different drainage areas and flows;
  - v. A MIP as required by Sections XI and X.I of the General Permit;
  - vi. A designation (by position/title) of employees responsible for carrying out storm water management, monitoring, sampling and SWPPP implementation, e.g., visual inspection of each specific area, monitoring each specific BMP, sampling, etc.; and
  - vii. A Training Program as described above in Paragraph 28.
- b. Additional SWPPP Revisions.
- i. Within thirty (30) days after approval of any Action Plan by LA Waterkeeper (or resolution pursuant to Dispute

1 Resolution), Defendant shall revise the then-current SWPPP  
2 to reflect the changes required by the Action Plan and  
3 submit the complete, updated SWPPP to LA Waterkeeper  
4 for LA Waterkeeper's review and comment as to the  
5 portions of the SWPPP which are required to conform to  
6 this Consent Decree.

7 ii. Within thirty (30) days after any changes in industrial  
8 activities or sources of industrial pollutants, changes to  
9 Discharge Points, or changes to sections of the SWPPP  
10 identified in the SWPPP as requiring a SWPPP revision  
11 (including but not limited to, changes in Facility contacts or  
12 PPT members, changes or additions of BMPs, or changes in  
13 or additions of industrial activities that impact storm water  
14 discharge), Defendant shall revise the then-current SWPPP  
15 to reflect such changes and submit the complete, updated  
16 SWPPP to LA Waterkeeper for LA Waterkeeper's review  
17 and comment.

18 c. Review of SWPPP. For any SWPPP updates pursuant to  
19 Paragraphs 29.a and 29.b, LA Waterkeeper shall have thirty (30)  
20 days upon receipt of Defendant's complete SWPPP to provide  
21 Defendant with comments. Within thirty (30) days of receiving  
22 LA Waterkeeper's comments and proposed changes to the  
23 SWPPP, Defendant shall consider each of the comments and  
24 proposed changes and either accept them or justify in writing why  
25 a change is not incorporated. The Parties agree to work in good  
26 faith to resolve any disputes with respect to the SWPPP, and any  
27 remaining disputes will be resolved through timely initiation of  
28 the dispute resolution procedures in Section IV below. Following

its incorporation of proposed modification or additions (if any) into each revised SWPPP, Defendant shall upload the revised SWPPP to SMARTS.

**F. COMPLIANCE MONITORING AND REPORTING**

30. LA Waterkeeper may conduct one annual site inspection (“Site Inspection”) during each Reporting Year during the Term for the purpose of ensuring compliance with this Consent Decree and the General Permit. In the event of a dispute regarding Defendant’s compliance with this Consent Decree, and provided a Site Inspection would be relevant to resolving the Parties’ dispute, the Parties agree to meet and confer regarding an additional Site Inspection at Plaintiff’s request. The Parties may agree to conduct the Site Inspection virtually. Plaintiff shall not unreasonably request, and Defendant shall not unreasonably deny, one additional Site Inspection. Any Site Inspection shall occur during normal business hours, and LA Waterkeeper will provide Defendant with at least twenty-four (24) hours’ notice prior to a Site Inspection. For any Site Inspection requested to occur in wet weather, Plaintiff shall be entitled to adjust timing or reschedule during normal business hours in the event the forecast changes and anticipated precipitation appears unlikely, and thus frustrates the purpose of visiting the Facility in wet weather. Notice will be provided by electronic mail to the individual(s) designated below at Paragraph 58. During the Wet Weather inspection, Plaintiff may request that Defendant collect a sample of industrial storm water discharge from the Facility’s designated industrial discharge point(s) referenced in its SWPPP, to the extent that such discharges are occurring. Defendant shall collect the sample and provide a split sample to LA Waterkeeper. LA Waterkeeper’s representative(s) may observe the split sample(s) being collected by Defendant’s representative. LA Waterkeeper shall be permitted to take photographs or video recording during any Site Inspection.

31. Document Provision. During the Term, Defendant shall notify and submit documents to LA Waterkeeper as follows:



- a. Defendant shall copy LA Waterkeeper, by electronic mail to the individual(s) designated below at Paragraph 58, on all compliance documents, monitoring and/or sampling data, written communications and/or correspondences, or any documents related to storm water quality at the Facility that are submitted to the Regional Board, the State Board, and/or any state or local agency, county or municipality.
- b. Within three (3) business days of receipt by Defendant, send to LA Waterkeeper, by electronic mail to the individual(s) designated below at Paragraph 58, any compliance document, inspection report, written communication and/or correspondence, or any document related to storm water quality at the Facility received by Defendant from the Regional Board, the State Board, and/or any state or local agency, county, municipality.

32. Compliance Monitoring. Defendant shall partially defray costs associated with Plaintiff's monitoring of Defendant's compliance with this Consent Decree during the Term by paying Three Thousand Dollars (\$3,000.00) within thirty (30) days of the Entry Date. In the event that, pursuant to Paragraph 30, there is an additional in-person Site Inspection in a given year to resolve a dispute, Defendant shall reimburse LA Waterkeeper an additional Three Thousand Dollars (\$3,000.00) during such year, within thirty (30) days after any additional in-person Site Inspection. In the event that, pursuant to Paragraph 30, any additional Site Inspection is conducted virtually, Defendant shall reimburse LA Waterkeeper an additional Two Thousand Dollars (\$2,000.00) during such year, within thirty (30) days after any additional virtual Site Inspection. Payments pursuant to this Paragraph shall be made via check, made payable to: "Los Angeles Waterkeeper" via certified mail, return receipt requested to Los Angeles Waterkeeper, c/o Senior Attorney, 360 E 2nd Street,

1 Suite 250, Los Angeles, CA 90012. Failure to submit payment as required under this  
2 Paragraph will constitute breach of the Consent Decree.

3 **G. ENVIRONMENTALLY BENEFICIAL PROJECT, LITIGATION FEES AND**  
4 **COSTS, MISSED DEADLINES, AND INTEREST**

5 33. Environmentally Beneficial Project. To fund environmentally beneficial  
6 project activities that will reduce or mitigate the impacts of storm water pollution  
7 from industrial activities occurring in Ballona Creek, the Ballona Creek Estuary, and  
8 Santa Monica Bay. Defendant shall make a payment totaling Thirty Thousand Dollars  
9 (\$30,000.00) to Ballona Creek Renaissance made within thirty (30) days of the Entry  
10 Date, payable to Ballona Creek Renaissance and sent via overnight mail to Ballona  
11 Creek Renaissance, PO Box 843, Culver City, CA 90232. Failure to submit payment  
12 as required under this Paragraph will constitute breach of the Consent Decree.

13 34. LA Waterkeeper's Fees and Costs. Defendant shall pay a total of Sixty  
14 Thousand Dollars (\$60,000.00) to LA Waterkeeper to partially reimburse Plaintiff for  
15 their investigation fees and costs, expert/consultant fees and costs, reasonable  
16 attorneys' fees, and other costs incurred as a result of investigating and filing the  
17 lawsuit, and negotiating a resolution of this matter within thirty (30) days of the Entry  
18 Date. The payment shall be made payable to Lozeau Drury LLP and delivered by  
19 overnight carrier to Michael R. Lozeau, Lozeau Drury LLP, 1939 Harrison St., Suite  
20 150, Oakland, California, 94612. Failure to submit payment as required under this  
21 Paragraph will constitute breach of the Consent Decree.

22 35. Missed Deadlines. In the event that Defendant fails to submit to LA  
23 Waterkeeper any payment, document, report, or communication required by this  
24 Consent Decree, Defendant shall pay a stipulated payment of Five Hundred Dollars  
25 (\$500) per day. Such stipulated payments shall be made by check payable to: Ballona  
26 Creek Renaissance, and such funds shall be used for the sole purpose of funding  
27 environmentally beneficial projects, as described in Paragraph 33. Payment shall be  
28 sent via overnight mail to Ballona Creek Renaissance, PO Box 843, Culver City, CA

1 90232. Defendant agrees to make the stipulated payment within fourteen (14) days  
2 after the resolution of the event that precipitated the stipulated payment liability.

3 36. Interest on Late Payments. Defendant shall pay interest on any  
4 payments, fees, or costs owed pursuant to this Consent Decree that are not received  
5 by the due date. The interest shall accrue starting the next business day after the  
6 payment is due and shall be computed at a rate equal to the lower of: (i) 10% per year  
7 (0.833% per month); or (ii) the maximum rate permitted by applicable law. Interest  
8 shall continue to accrue daily on any outstanding balance until Defendant is current  
9 on all payments then due under this Consent Decree, and shall be paid at the same  
10 time that the payments, fees, or costs owed are paid to LA Waterkeeper. Interest on  
11 late payments shall be paid by check payable to: Ballona Creek Renaissance, and  
12 such funds shall be used for the sole purpose of funding environmentally beneficial  
13 projects, as described in Paragraph 33. Payment shall be sent via overnight mail to  
14 Ballona Creek Renaissance PO Box 843, Culver City, CA 90232.

15 **IV. DISPUTE RESOLUTION**

16 37. Meet and Confer. Either Party to this Consent Decree may invoke the  
17 dispute resolution procedures of this Section IV by notifying the other Party in  
18 writing of the matter(s) in dispute and of the disputing Party's proposal for resolution.  
19 The Parties shall then meet and confer in good faith (either telephonically or in  
20 person) within ten (10) days of the date of the notice in an attempt to fully resolve the  
21 dispute no later than thirty (30) days from the date of the meet and confer.

22 38. Settlement Conference. If the Parties cannot resolve the dispute within  
23 thirty (30) days from the date of the meet and confer described in Paragraph 37, the  
24 Parties agree that the dispute may be submitted for formal resolution by filing a  
25 motion before the United States District Court for the Central District of California.  
26 The Parties agree to request an expedited hearing schedule on the motion.

27 39. In resolving any dispute arising from this Consent Decree before the  
28 Court, the prevailing Party shall be entitled to seek fees and costs incurred pursuant to

1 the provisions set forth in Section 505(d) of the Clean Water Act, 33 U.S.C. §  
2 1365(d), and applicable case law interpreting such provisions, or as otherwise  
3 provided for by statute and/or case law.

4 **V. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

5 40. Plaintiff's Waiver and Release of Defendant. In consideration of the  
6 above, upon the Effective Date of this Consent Decree, Plaintiff, on its own behalf  
7 and on behalf of its officers and directors, release Defendant, its officers, directors,  
8 managers, employees, members, parents, subsidiaries, divisions, affiliates, successors  
9 or assigns, agents, attorneys and other representatives, from and waives all claims  
10 that were raised in the 60-Day Notice Letter and/or the Complaint up to and including  
11 the Termination Date of this Consent Decree.

12 41. Defendant's Waiver and Release of Plaintiff. In consideration of the  
13 above, upon the Effective Date of this Consent Decree, Defendant, on its own behalf  
14 and on behalf of its officers, directors, employees, parents, subsidiaries, affiliates and  
15 each of their successors or assigns, release Plaintiff, its officers and directors, from  
16 and waives all claims related to the 60-Day Notice Letter and/or the Complaint up to  
17 and including the Termination Date of this Consent Decree.

18 42. Nothing in this Consent Decree limits or otherwise affects Plaintiff's  
19 rights to address or take any position that it deems necessary or appropriate in an  
20 informal or formal proceeding before the State Board, Regional Board, EPA, or any  
21 other judicial or administrative body on any matter relating to Defendant's  
22 compliance at the Facility with the General Permit or the Clean Water Act occurring  
23 or arising after the Effective Date.

24 **VI. MISCELLANEOUS PROVISIONS**

25 43. No Admission of Liability. The Parties enter into this Consent Decree  
26 for the purpose of avoiding prolonged and costly litigation. Neither the Consent  
27 Decree nor any payment pursuant to the Consent Decree shall constitute or be  
28 construed as a finding, adjudication, or acknowledgement of any fact, law or liability,

1 nor shall it be construed as an admission of violation of any law, rule, or regulation.  
2 Defendant maintains and reserves all defenses it may have to any alleged violations  
3 that may be raised in the future.

4 44. Counterparts. This Consent Decree may be executed in any number of  
5 counterparts, all of which together shall constitute one original document. Telecopy  
6 and/or facsimile copies of original signature shall be deemed to be originally  
7 executed counterparts of this Consent Decree.

8 45. Authority. The undersigned representatives for Plaintiff and Defendant  
9 each certify that s/he is fully authorized by the Party whom s/he represents to enter  
10 into this Consent Decree. A Party's signature to this Consent Decree transmitted by  
11 facsimile or electronic mail shall be deemed binding.

12 46. Construction. The language in all parts of this Consent Decree shall be  
13 construed according to its plain and ordinary meaning, except as to those terms  
14 defined in the Permit, the Clean Water Act, or specifically herein. The captions and  
15 paragraph headings used in this Consent Decree are for reference only and shall not  
16 affect the construction of this Consent Decree.

17 47. Specific Brand Name References. Where specific brands or products are  
18 identified in this agreement, if the specific item is unavailable or it is impractical to  
19 obtain the specific item within the time frame necessary to utilize it for its intended  
20 purpose, Defendant may substitute a substantially similar product with notice  
21 provided in writing to Plaintiff.

22 48. Full Settlement. This Consent Decree constitutes a full and final  
23 settlement of this matter.

24 49. Integration Clause. This is an integrated Consent Decree. This Consent  
25 Decree is intended to be a full and complete statement of the terms of the agreement  
26 between the Parties and expressly supersedes any and all prior oral or written  
27 agreements, covenants, representations, and warranties (express or implied)  
28 concerning the subject matter of this Consent Decree.

1           50. Severability. In the event that any provision, paragraph, section, or  
2 sentence of this Consent Decree is held by a court to be unenforceable, the validity of  
3 the enforceable provisions shall not be adversely affected.

4           51. Choice of Law. The laws of the United States shall govern this Consent  
5 Decree.

6           52. Diligence. Defendant shall diligently file and pursue all required permit  
7 applications for any required BMPs and shall diligently procure contractors, labor,  
8 and materials needed to complete all BMPs by the required deadlines.

9           53. Effect of Consent Decree. Compliance with this Consent Decree does  
10 not mean that Defendant is complying with the General Permit, the Clean Water Act,  
11 or any other law, rule, or regulation.

12           54. Negotiated Settlement. The Settling Parties have negotiated this Consent  
13 Decree, and agree that it shall not be construed against the Party preparing it, but  
14 shall be construed as if the Settling Parties jointly prepared this Consent Decree, and  
15 any uncertainty and ambiguity shall not be interpreted against any one Party.

16           55. Modification of the Consent Decree. This Consent Decree, and any  
17 provisions herein, may not be changed, waived, discharged, or terminated unless by a  
18 written instrument, signed by the Parties and approved by the Court. Any request to  
19 modify any provision of the Consent Decree, including but not limited to any  
20 deadline(s) set forth herein, must be made in writing at least fourteen (14) days before  
21 the existing deadline(s) applicable to the provision(s) proposed to be modified.

22           56. Assignment. Subject only to the express restrictions contained in this  
23 Consent Decree, all of the rights, duties and obligations contained in this Consent  
24 Decree shall inure to the benefit of and be binding upon the Parties, and their  
25 successors and assigns. Defendant shall notify Plaintiff within ten (10) days of any  
26 assignment.

27           57. Force Majeure. Neither of the Parties shall be considered to be in default  
28 in the performance of any of their respective obligations under this Consent Decree



1 when performance becomes impossible due to a Force Majeure event. A Force  
2 Majeure event is any circumstance beyond a Settling Party's control, including  
3 without limitation, any act of God, war, fire, earthquake, flood, windstorm, pandemic,  
4 public health crisis, or natural catastrophe; criminal acts; civil disturbance, vandalism,  
5 sabotage, or terrorism; restraint by court order or public authority or agency; or action  
6 or non-action by, or inability to obtain the necessary authorizations or approvals from  
7 any governmental agency. In the case of governmental permits and approvals  
8 required for structural BMPs, Defendants shall diligently file and pursue all required  
9 local agency applications for permits for the structural BMPs described in this  
10 Consent Decree, and shall diligently pursue the procurement of contractors, labor and  
11 materials to complete all such BMPs by the deadlines set forth herein, and shall use  
12 their best efforts to meet these deadlines. Defendants may be excused from meeting  
13 the deadlines in this Consent Decree for a specific BMP if circumstances beyond the  
14 reasonable control of Defendant as well as delays in obtaining any required  
15 governmental permits or approvals due to the permitting agency's actions or inactions  
16 or delays associated with the fabrication and/or construction of materials and  
17 structural BMPs prevent the attainment of the deadline for a specific BMP. Such  
18 delays may only be excused if all of the following requirements are met: 1)  
19 Defendants have notified LA Waterkeeper via email and first class mail within ten  
20 (10) days of first learning about the anticipated delay; 2) Defendants continue to  
21 exercise due diligence and best efforts in pursuing the permitting and implementation  
22 of the BMP in question and proposes a reasonable revised deadline; and 3)  
23 Defendants meet the revised deadline. Any excused delay shall not excuse  
24 Defendants from implementing their other, unexcused obligations under this Consent  
25 Decree. A Force Majeure event shall not include normal inclement weather,  
26 economic hardship, inability to pay, or employee negligence. Any Party seeking to  
27 rely upon this Paragraph to excuse or postpone performance shall have the burden of  
28 establishing that it could not reasonably have been expected to avoid the Force



1 Majeure event and which by exercise of due diligence has been unable to overcome  
2 the failure of performance. The Parties shall exercise due diligence to resolve and  
3 remove any Force Majeure event.

4 58. Correspondence. All notices required herein or any other correspondence  
5 pertaining to this Consent Decree shall be, the extent feasible, sent via electronic mail  
6 transmission to the e-mail address listed below, or if electronic mail is not feasible,  
7 then by certified U.S. mail with return receipt, or by hand delivery to the following  
8 addresses:

9 If to Plaintiff:

10 Los Angeles Waterkeeper  
11 Benjamin Harris  
12 Erina Kwon  
13 Madeleine Siegel  
14 360 E 2<sup>nd</sup> St., Suite 250  
15 Los Angeles, CA 90012  
16 Email: ben@lawaterkeeper.org  
17 Email: erina@lawaterkeeper.org  
18 Email:  
19 madeleine@lawaterkeeper.org  
20 Phone: (310) 394-6162

21 With copies to:

22 Michael R. Lozeau  
23 Rebecca L. Davis  
24 LOZEAU DRURY LLP  
25 1939 Harrison St., Suite 150  
26 Oakland, CA 94612  
27 Tel: (510) 836-4200  
28 E-mail: michael@lozeaudrury.com  
E-mail: rebecca@lozeaudrury.com

If to Defendant:

Yanni Demitri  
Sean Singletary  
Culver City  
9770 Culver Boulevard  
Culver City, CA 90230-0507  
E-mail: yanni.demitri@culvercity.org  
E-Mail: sean.singletary@culvercity.org  
Phone: 310-253-6457

With copies to:

Heather Baker  
Michael Cobden  
Deputy City Attorney  
City of Culver City  
9770 Culver Boulevard  
Culver City, CA 90230-0507  
E-mail: michael.cobden@culvercity.org

25 Notifications of communications shall be deemed submitted three (3) days after the  
26 date that they are postmarked and sent by first-class mail, or immediately after  
27 acknowledgement of receipt via email by the receiving Party. Any change of address  
28 or addresses shall be communicated in the manner described above for giving notices.


1        59. If for any reason the Federal Agencies should object to entry of this  
2 Consent Decree or to any portion of this Consent Decree or the Court should decline  
3 to approve this Consent Decree in the form presented, the Parties shall use their best  
4 efforts to work together to modify the Consent Decree within thirty (30) days so that  
5 it is acceptable to the Federal Agencies or the Court. If the Parties are unable to  
6 modify this Consent Decree in a mutually acceptable manner that is also acceptable  
7 to the Court, this Consent Decree shall immediately be null and void as well as  
8 inadmissible as a settlement communication under Federal Rule of Evidence 408 and  
9 California Evidence Code section 1152.

10        The Parties hereto enter into this Consent Decree and submit it to the Court for  
11 its approval and entry as a final judgment.  
12


13        IN WITNESS WHEREOF, the undersigned have executed this Consent Decree  
14 as of the date first set forth below.  
15

16 APPROVED AS TO CONTENT  
17

18  
19 Dated: March 14, 2025

20          
21 By: \_\_\_\_\_  
22 Bruce Reznik  
23 Executive Director  
24 Los Angeles Waterkeeper

25  
26 Dated: March 14, 2025

27          
28 By: \_\_\_\_\_  
John Nachbar  
City Manager

1 APPROVED AS TO FORM

2 LOZEAU DRURY LLP

3  
4  
5 Dated: 3/17, 2025

6 By: 

Michael R. Lozeau  
Attorney for Plaintiff  
Los Angeles Waterkeeper

8 CULVER CITY ATTORNEY

9  
10  
11 Dated: March 3, 2025

12 By: 


Michael Cobden  
Attorney for Defendant  
Culver City

14  
15 **IT IS SO ORDERED.**  
16 **FINAL JUDGMENT**

17 Upon approval and entry of this Consent Decree by the Court, this Consent  
18 Decree shall constitute a final judgment between the Plaintiff and Defendant.

19  
20  
21 Dated: 5/22/25

CENTRAL DISTRICT OF CALIFORNIA

22  
23   
24 HONORABLE CYNTHIA VALENZUELA  
25 United States District Court Judge  
26  
27  
28